

COVENANT RUNNING WITH THE LAND IN
FAVOR OF
MIAMI-DADE COUNTY

The undersigned, _____ ; being the present owner(s) of the following real property (hereinafter called "the Property"):

Located at _____ pursuant to Section 24-43.1(4)(a) of the Code of Miami-Dade County, hereby submit(s) this executed covenant running with the land in favor of Miami-Dade County:

The undersigned agree(s) and covenant(s) to the following:

1. The only liquid waste (excluding liquid wastes associated with the processing of agricultural produce in agricultural packing houses, stormwater and water used within a self-contained water recycling car wash facility, provided such facility does not backwash the recycling filters) which shall be generated, disposed of, discharged, or stored on the Property shall be domestic sewage discharged into a septic tank, unless a variance(s) is granted by the Environmental Quality Control Board, pursuant to Chapter 24 of the Code of Miami-Dade County, and if so granted, the type of liquid waste to be generated, disposed of, discharged, or stored on the Property will be restricted to that permitted by any such variance granted by the Environmental Quality Control Board of Miami-Dade County.
2. Prior to the entry into a landlord-tenant relationship with respect to the Property, the undersigned agree(s) to notify in writing all proposed tenants of the Property of the existence and contents of this Covenant.
3. The undersigned agree(s) and covenant(s) that this Covenant and the provisions contained herein may be enforced by the Director of Environmental Resources Management by preliminary permanent, prohibitory, and mandatory injunctions as well as otherwise provided for by law or ordinance.
4. This agreement and Covenant shall be recorded in the Public Records of Miami-Dade County, Florida and the provisions hereof shall constitute a Covenant Running with the Land and shall remain in full force and effect and be binding upon the undersigned, their heirs, legal representatives, estates, successors, grantees and assigns.
5. This agreement and Covenant shall upon request by the undersigned be released by the Director of the Department of Environmental Resources Management or his designee when the Property has been connected to an operable public water main and an operable public sanitary sewer.

IN WITNESS WHEREOF, the undersigned have caused this Covenant to be executed this _____ day of _____, 20 _____.

INDIVIDUAL

WITNESSES:

Sign _____
Print _____
Sign _____
Print _____

OWNER (S):

Sign _____
Print _____
Address _____

STATE OF FLORIDA, COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____, who is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:

Sign _____
Print _____

State of Florida at Large (Seal)
My Commission Expires:

CORPORATION

WITNESSES:

Sign _____
Print _____
Sign _____
Print _____

Corporation _____, INC.
Sign _____
Print _____
Title _____
Address _____

STATE OF FLORIDA, COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____, as _____ of _____ INC., a Florida corporation, on behalf of the corporation. He or she is personally known to me or has produced _____ as identification and did take an oath.

NOTARY PUBLIC:

Sign _____
Print _____

State of Florida at Large (Seal)
My Commission Expires:

THIS INSTRUMENT PREPARED BY:

DERM-ENVIRONMENTAL RESOURCES MANAGEMENT
11805 SW 26 STREET, SUITE 124
MIAMI, FLORIDA 33175